

CM Flannigan Motion Sheet
Item 56 Amendments – May 7, 2020

I move to amend the draft ordinance as follows:

1. Amend Part 2 to add a new definition for “Hardship Notice” and to renumber the remaining definitions as needed.

(3) **HARDSHIP NOTICE** means a statement that a tenant or a member of their household lost wages, revenue, or income during the local disaster or incurred delinquent payments as a result of the local disaster.

2. Amend Part 4 to add provisions that require a hardship notice.

PART 4. REQUIREMENTS.

(A) In cases involving a tenant’s failure to pay rent, a landlord shall give an impacted tenant a notice of proposed eviction that provides the right of the impacted tenant to respond, which includes curing any delinquent payments, prior to giving an impacted tenant a notice to vacate.

(B) A notice of proposed eviction must be in writing and shall include the following:

(1) a statement that complies with Subsection (E[E]);

(2) a right for the impacted tenant to respond, which includes curing any delinquent payments~~[-and]~~;

(3) the time period for the impacted tenant to provide a hardship notice; and

(4) [(3)] the time period to respond.

(C) A notice of proposed eviction must be:

(1) provided to an impacted tenant in a manner that is authorized by Texas Property Code Section 24.005(f) for a notice to vacate;

(2) delivered electronically to an impacted tenant using an email address the landlord uses to communicate with the impacted tenant in the regular course of business activity; or

(3) posted on the front door of the impacted tenant’s dwelling unit.

- (D) The minimum time period described in Subsection (B)(3) is 15 days after receiving the notice of proposed eviction.
- (E) ~~(D)~~ The minimum time period described in Subsection (B)(4 ~~[3]~~) is 60 days.
- (F) ~~(E)~~ The statement must:
- (1) be in 16-point font, bold typeface, and underlined;
 - (2) be placed at the top of the first page of the notice of proposed eviction; and
 - (3) include the following text: “A NOTICE OF PROPOSED EVICTION AND OPPORTUNITY TO PAY TO AVOID EVICTION – THIS NOTICE DOES NOT EXCUSE YOUR OBLIGATION TO PAY. THIS NOTICE PROVIDES YOU WITH AN OPPORTUNITY TO PAY DELINQUENT RENTS INCURRED BETWEEN MARCH 26, 2020 AND TODAY. YOU DO NOT HAVE TO MOVE WHEN YOU GET THIS NOTICE BUT YOU MAY HAVE TO MOVE IF YOU DO NOT MAKE AN AGREEMENT REGARDING THE PAYMENT OF DELINQUENT RENT. IF YOU FAIL TO PROVIDE YOUR LANDLORD WITH A HARDSHIP NOTICE WITHIN 15 DAYS OF RECEIVING THIS DOCUMENT, YOU WILL LOSE THIS OPPORTUNITY TO PAY DELINQUENT RENT BY THE PAYMENT DEADLINE BELOW.”
- (G) ~~(F)~~ Except as provided in Subsection (I), a [A] notice to vacate that is given prior to the expiration of the time provided in (B)(4 ~~[3]~~) shall have no effect.
- (H) An impacted tenant that receives a notice of proposed eviction must provide the landlord with a hardship notice within 15 days of receiving a notice of proposed eviction. A hardship notice may take the form of an email, text message, or letter.
- (I) If an impacted tenant fails to provide a hardship notice within the time period described in Subsection (H), the landlord may issue the notice to vacate prior to the expiration of the time period provided in Subsection (B)(4).

DRAFT